



## 95TH GENERAL ASSEMBLY

### State of Illinois

2007 and 2008

HB3629

Introduced 2/28/2007, by Rep. Michael K. Smith

#### SYNOPSIS AS INTRODUCED:

105 ILCS 5/24-11	from Ch. 122, par. 24-11
105 ILCS 5/34-84	from Ch. 122, par. 34-84
105 ILCS 5/34-84.1	from Ch. 122, par. 34-84.1
105 ILCS 5/34-85	from Ch. 122, par. 34-85
30 ILCS 805/8.31 new	

Amends the School Code. In school districts other than the Chicago school district, reduces the probationary period of time before a teacher enters upon contractual continued service from 4 to 3 consecutive school terms. Provides that the provisions concerning a teacher's entrance into contractual continued service after a probationary period of 3 consecutive school terms apply to the Chicago school district (now, the appointment of a teacher in the Chicago school district becomes permanent after a probationary period of 4 years). Makes other changes. Amends the State Mandates Act to require implementation without reimbursement. Effective immediately.

LRB095 08698 NHT 28881 b

FISCAL NOTE ACT  
MAY APPLY

STATE MANDATES  
ACT MAY REQUIRE  
REIMBURSEMENT

1 AN ACT concerning schools.

2 **Be it enacted by the People of the State of Illinois,**  
3 **represented in the General Assembly:**

4 Section 5. The School Code is amended by changing Sections  
5 24-11, 34-84, 34-84.1, and 34-85 as follows:

6 (105 ILCS 5/24-11) (from Ch. 122, par. 24-11)

7 Sec. 24-11. Boards of Education - Boards of School  
8 Inspectors - Contractual continued service. As used in this and  
9 the succeeding Sections of this Article:

10 "Teacher" means any or all school district employees  
11 regularly required to be certified under laws relating to the  
12 certification of teachers.

13 "Board" means board of directors, board of education, or  
14 board of school inspectors, as the case may be.

15 "School term" means that portion of the school year, July 1  
16 to the following June 30, when school is in actual session.

17 This Section applies to all school districts. ~~This Section~~  
18 ~~and~~ Sections 24-12 through 24-16 of this Article apply only to  
19 school districts having less than 500,000 inhabitants.

20 Any teacher who has been employed in any district as a  
21 full-time teacher for a probationary period of 2 consecutive  
22 school terms shall enter upon contractual continued service  
23 unless given written notice of dismissal stating the specific

1 reason therefor, by certified mail, return receipt requested by  
2 the employing board at least 45 days before the end of such  
3 period; except that (i) for a teacher who is first employed as  
4 a full-time teacher by a school district on or after January 1,  
5 1998 but before the effective date of this amendatory Act of  
6 the 95th General Assembly and who has not before January 1,  
7 1998 ~~that date~~ already entered upon contractual continued  
8 service in that district, the probationary period shall be 4  
9 consecutive school terms before the teacher shall enter upon  
10 contractual continued service and (ii) for a teacher who is  
11 first employed as a full-time teacher by a school district on  
12 or after the effective date of this amendatory Act of the 95th  
13 General Assembly and who has not before the date of this  
14 employment already entered upon contractual continued service  
15 in any district pursuant to this Section, the probationary  
16 period shall be 3 consecutive school terms before the teacher  
17 shall enter upon contractual continued service. For the purpose  
18 of determining contractual continued service, the first  
19 probationary year shall be any full-time employment from a date  
20 before November 1 through the end of the school year. If,  
21 however, a teacher who was first employed prior to January 1,  
22 1998 or first employed on or after the effective date of this  
23 amendatory Act of the 95th General Assembly has not had one  
24 school term of full-time teaching experience before the  
25 beginning of the applicable ~~a~~ probationary period ~~of 2~~  
26 ~~consecutive school terms~~, the employing board may at its option

1 extend the probationary period for one additional school term  
2 by giving the teacher written notice by certified mail, return  
3 receipt requested, at least 45 days before the end of the last  
4 ~~second~~ school term of the applicable probationary period ~~of 2~~  
5 ~~consecutive school terms referred to above~~. This notice must  
6 state the reasons for the one year extension and must outline  
7 the corrective actions that the teacher must take to  
8 satisfactorily complete probation. The changes made by Public  
9 Act 90-653 and this amendatory Act of the 95th General Assembly  
10 ~~this amendatory Act of 1998~~ are declaratory of existing law.

11 Any full-time teacher who is not completing the last year  
12 of the probationary period described in the preceding  
13 paragraph, or any teacher employed on a full-time basis not  
14 later than January 1 of the school term, shall receive written  
15 notice from the employing board at least 45 days before the end  
16 of any school term whether or not he will be re-employed for  
17 the following school term. If the board fails to give such  
18 notice, the employee shall be deemed reemployed, and not later  
19 than the close of the then current school term the board shall  
20 issue a regular contract to the employee as though the board  
21 had reemployed him in the usual manner.

22 Contractual continued service shall continue in effect the  
23 terms and provisions of the contract with the teacher during  
24 the last school term of the probationary period, subject to  
25 this Act and the lawful regulations of the employing board.  
26 This Section and succeeding Sections do not modify any existing

1 power of the board except with respect to the procedure of the  
2 discharge of a teacher and reductions in salary as hereinafter  
3 provided. Contractual continued service status shall not  
4 restrict the power of the board to transfer a teacher to a  
5 position which the teacher is qualified to fill or to make such  
6 salary adjustments as it deems desirable, but unless reductions  
7 in salary are uniform or based upon some reasonable  
8 classification, any teacher whose salary is reduced shall be  
9 entitled to a notice and a hearing as hereinafter provided in  
10 the case of certain dismissals or removals.

11 The employment of any teacher in a program of a special  
12 education joint agreement established under Section 3-15.14,  
13 10-22.31 or 10-22.31a shall be under this and succeeding  
14 Sections of this Article. For purposes of attaining and  
15 maintaining contractual continued service and computing length  
16 of continuing service as referred to in this Section and  
17 Section 24-12, employment in a special educational joint  
18 program shall be deemed a continuation of all previous  
19 certificated employment of such teacher for such joint  
20 agreement whether the employer of the teacher was the joint  
21 agreement, the regional superintendent, or one of the  
22 participating districts in the joint agreement.

23 Any teacher employed after July 1, 1987 as a full-time  
24 teacher in a program of a special education joint agreement,  
25 whether the program is operated by the joint agreement or a  
26 member district on behalf of the joint agreement, for a

1 probationary period of two consecutive school terms ~~years~~ shall  
2 enter upon contractual continued service in all of the programs  
3 conducted by such joint agreement which the teacher is legally  
4 qualified to hold; except that (i) for a teacher who is first  
5 employed on or after January 1, 1998 but before the effective  
6 date of this amendatory Act of the 95th General Assembly in a  
7 program of a special education joint agreement and who has not  
8 before January 1, 1998 ~~that date~~ already entered upon  
9 contractual continued service in all of the programs conducted  
10 by the joint agreement that the teacher is legally qualified to  
11 hold, the probationary period shall be 4 consecutive school  
12 terms ~~years~~ before the teacher enters upon contractual  
13 continued service in all of those programs and (ii) for a  
14 teacher who is first employed by a school district on or after  
15 the effective date of this amendatory Act of the 95th General  
16 Assembly in a program of a special education joint agreement  
17 and who has not before the date of this employment already  
18 entered upon contractual continued service in any district  
19 pursuant to this Section, the probationary period shall be 3  
20 consecutive school terms before the teacher enters upon  
21 contractual continued service in all of the programs conducted  
22 by the joint agreement for which the teacher is legally  
23 qualified. In the event of a reduction in the number of  
24 programs or positions in the joint agreement, the teacher on  
25 contractual continued service shall be eligible for employment  
26 in the joint agreement programs for which the teacher is

1 legally qualified in order of greater length of continuing  
2 service in the joint agreement unless an alternative method of  
3 determining the sequence of dismissal is established in a  
4 collective bargaining agreement. In the event of the  
5 dissolution of a joint agreement, the teacher on contractual  
6 continued service who is legally qualified shall be assigned to  
7 any comparable position in a member district currently held by  
8 a teacher who has not entered upon contractual continued  
9 service or held by a teacher who has entered upon contractual  
10 continued service with shorter length of contractual continued  
11 service.

12 The governing board of the joint agreement, or the  
13 administrative district, if so authorized by the articles of  
14 agreement of the joint agreement, rather than the board of  
15 education of a school district, may carry out employment and  
16 termination actions including dismissals under this Section  
17 and Section 24-12.

18 For purposes of this and succeeding Sections of this  
19 Article, a program of a special educational joint agreement  
20 shall be defined as instructional, consultative, supervisory,  
21 administrative, diagnostic, and related services which are  
22 managed by the special educational joint agreement designed to  
23 service two or more districts which are members of the joint  
24 agreement.

25 Each joint agreement shall be required to post by February  
26 1, a list of all its employees in order of length of continuing

1 service in the joint agreement, unless an alternative method of  
2 determining a sequence of dismissal is established in an  
3 applicable collective bargaining agreement.

4 The employment of any teacher in a special education  
5 program authorized by Section 14-1.01 through 14-14.01, or a  
6 joint educational program established under Section 10-22.31a,  
7 shall be under this and the succeeding Sections of this  
8 Article, and such employment shall be deemed a continuation of  
9 the previous employment of such teacher in any of the  
10 participating districts, regardless of the participation of  
11 other districts in the program. Any teacher employed as a  
12 full-time teacher in a special education program prior to  
13 September 23, 1987 in which 2 or more school districts  
14 participate for a probationary period of 2 consecutive years  
15 shall enter upon contractual continued service in each of the  
16 participating districts, subject to this and the succeeding  
17 Sections of this Article, and in the event of the termination  
18 of the program shall be eligible for any vacant position in any  
19 of such districts for which such teacher is qualified.

20 (Source: P.A. 90-548, eff. 1-1-98; 90-653, eff. 7-29-98.)

21 (105 ILCS 5/34-84) (from Ch. 122, par. 34-84)

22 Sec. 34-84. Appointments and promotions of teachers.  
23 Appointments and promotions of teachers shall be made for merit  
24 only, and after satisfactory service for a probationary period  
25 as provided under Section 24-11 of this Code, ~~of 3 years with~~

1 ~~respect to probationary employees employed as full-time~~  
2 ~~teachers in the public school system of the district before~~  
3 ~~January 1, 1998 and 4 years with respect to probationary~~  
4 ~~employees who are first employed as full-time teachers in the~~  
5 ~~public school system of the district on or after January 1,~~  
6 ~~1998 (during which period the board may dismiss or discharge~~  
7 ~~any such probationary employee upon the recommendation,~~  
8 ~~accompanied by the written reasons therefor, of the general~~  
9 ~~superintendent of schools) appointments of teachers shall~~  
10 enter upon contractual continued service ~~become permanent,~~  
11 subject to removal for cause in the manner provided by Section  
12 34-85.

13 As used in this Article, "teachers" means and includes all  
14 members of the teaching force excluding the general  
15 superintendent and principals.

16 There shall be no reduction in teachers because of a  
17 decrease in student membership or a change in subject  
18 requirements within the attendance center organization after  
19 the 20th day following the first day of the school year, except  
20 that: (1) this provision shall not apply to desegregation  
21 positions, special education positions, or any other positions  
22 funded by State or federal categorical funds, and (2) at  
23 attendance centers maintaining any of grades 9 through 12,  
24 there may be a second reduction in teachers on the first day of  
25 the second semester of the regular school term because of a  
26 decrease in student membership or a change in subject

1 requirements within the attendance center organization.

2 The school principal shall make the decision in selecting  
3 teachers to fill new and vacant positions consistent with  
4 Section 34-8.1.

5 (Source: P.A. 89-15, eff. 5-30-95; 90-548, eff. 1-1-98.)

6 (105 ILCS 5/34-84.1) (from Ch. 122, par. 34-84.1)

7 Sec. 34-84.1. Teachers employed in Department of Defense  
8 overseas dependents' schools. By mutual agreement of a teacher  
9 and the board of education, the board may, but is not required  
10 to, grant the teacher a leave of absence to accept employment  
11 in a Department of Defense overseas dependents' school. If such  
12 a leave of absence is granted, the teacher may elect, for a  
13 period not exceeding the lesser of the period for which he is  
14 so employed or 5 years, (a) to preserve his contractual  
15 continued service ~~permanent~~ status under this Act, and (b) to  
16 continue receipt, on the same basis as if he were teaching in  
17 the school system subject to the board of education, of service  
18 credit earned for requirements of promotion, incremental  
19 increases in salary, leaves of absence and other privileges  
20 based on an established period of service or employment.

21 A person employed to replace a teacher making the election  
22 provided for in this Section does not acquire contractual  
23 continued service ~~permanent~~ status as a teacher under this  
24 Article.

25 (Source: Laws 1967, p. 1999.)

1 (105 ILCS 5/34-85) (from Ch. 122, par. 34-85)

2 Sec. 34-85. Removal for cause; Notice and hearing;  
3 Suspension. No teacher employed by the board of education shall  
4 (after serving the probationary period specified in Section  
5 24-11 of this Code ~~34-84~~) be removed except for cause. No  
6 principal employed by the board of education shall be removed  
7 during the term of his or her performance contract except for  
8 cause, which may include but is not limited to the principal's  
9 repeated failure to implement the school improvement plan or to  
10 comply with the provisions of the Uniform Performance Contract,  
11 including additional criteria established by the Council for  
12 inclusion in the performance contract pursuant to Section  
13 34-2.3.

14 The general superintendent must first approve written  
15 charges and specifications against the teacher or principal. A  
16 local school council may direct the general superintendent to  
17 approve written charges against its principal on behalf of the  
18 Council upon the vote of 7 members of the Council. The general  
19 superintendent must approve those charges within 45 days or  
20 provide a written reason for not approving those charges. A  
21 written notice of those charges shall be served upon the  
22 teacher or principal within 10 days of the approval of the  
23 charges. If the teacher or principal cannot be found upon  
24 diligent inquiry, such charges may be served upon him by  
25 mailing a copy thereof in a sealed envelope by prepaid

1 certified mail, return receipt requested, to the teacher's or  
2 principal's last known address. A return receipt showing  
3 delivery to such address within 20 days after the date of the  
4 approval of the charges shall constitute proof of service.

5 No hearing upon the charges is required unless the teacher  
6 or principal within 10 days after receiving notice requests in  
7 writing of the general superintendent that a hearing be  
8 scheduled, in which case the general superintendent shall  
9 schedule a hearing on those charges before a disinterested  
10 hearing officer on a date no less than 15 nor more than 30 days  
11 after the approval of the charges. The general superintendent  
12 shall forward a copy of the notice to the State Board of  
13 Education within 5 days from the date of the approval of the  
14 charges. Within 10 days after receiving the notice of hearing,  
15 the State Board of Education shall provide the teacher or  
16 principal and the general superintendent with a list of 5  
17 prospective, impartial hearing officers. Each person on the  
18 list must be accredited by a national arbitration organization  
19 and have had a minimum of 5 years of experience as an  
20 arbitrator in cases involving labor and employment relations  
21 matters between educational employers and educational  
22 employees or their exclusive bargaining representatives.

23 The general superintendent and the teacher or principal or  
24 their legal representatives within 3 days from receipt of the  
25 list shall alternately strike one name from the list until only  
26 one name remains. Unless waived by the teacher, the teacher or

1 principal shall have the right to proceed first with the  
2 striking. Within 3 days of receipt of the first list provided  
3 by the State Board of Education, the general superintendent and  
4 the teacher or principal or their legal representatives shall  
5 each have the right to reject all prospective hearing officers  
6 named on the first list and to require the State Board of  
7 Education to provide a second list of 5 prospective, impartial  
8 hearing officers, none of whom were named on the first list.  
9 Within 5 days after receiving this request for a second list,  
10 the State Board of Education shall provide the second list of 5  
11 prospective, impartial hearing officers. The procedure for  
12 selecting a hearing officer from the second list shall be the  
13 same as the procedure for the first list. Each party shall  
14 promptly serve written notice on the other of any name stricken  
15 from the list. If the teacher or principal fails to do so, the  
16 general superintendent may select the hearing officer from any  
17 name remaining on the list. The teacher or principal may waive  
18 the hearing at any time prior to the appointment of the hearing  
19 officer. Notice of the selection of the hearing officer shall  
20 be given to the State Board of Education. The hearing officer  
21 shall be notified of his selection by the State Board of  
22 Education. A signed acceptance shall be filed with the State  
23 Board of Education within 5 days of receipt of notice of the  
24 selection. The State Board of Education shall notify the  
25 teacher or principal and the board of its appointment of the  
26 hearing officer. In the alternative to selecting a hearing

1 officer from the first or second list received from the State  
2 Board of Education, the general superintendent and the teacher  
3 or principal or their legal representatives may mutually agree  
4 to select an impartial hearing officer who is not on a list  
5 received from the State Board of Education, either by direct  
6 appointment by the parties or by using procedures for the  
7 appointment of an arbitrator established by the Federal  
8 Mediation and Conciliation Service or the American Arbitration  
9 Association. The parties shall notify the State Board of  
10 Education of their intent to select a hearing officer using an  
11 alternative procedure within 3 days of receipt of a list of  
12 prospective hearing officers provided by the State Board of  
13 Education. Any person selected by the parties under this  
14 alternative procedure for the selection of a hearing officer  
15 shall have the same qualifications and authority as a hearing  
16 officer selected from a list provided by the State Board of  
17 Education. The teacher or principal may waive the hearing at  
18 any time prior to the appointment of the hearing officer. The  
19 State Board of Education shall promulgate uniform standards and  
20 rules of procedure for such hearings, including reasonable  
21 rules of discovery.

22 The per diem allowance for the hearing officer shall be  
23 paid by the State Board of Education. The hearing officer shall  
24 hold a hearing and render findings of fact and a recommendation  
25 to the general superintendent. The teacher or principal has the  
26 privilege of being present at the hearing with counsel and of

1 cross-examining witnesses and may offer evidence and witnesses  
2 and present defenses to the charges. The hearing officer may  
3 issue subpoenas requiring the attendance of witnesses and, at  
4 the request of the teacher or principal against whom a charge  
5 is made or the general superintendent, shall issue such  
6 subpoenas, but the hearing officer may limit the number of  
7 witnesses to be subpoenaed in behalf of the teacher or  
8 principal or the general superintendent to not more than 10  
9 each. All testimony at the hearing shall be taken under oath  
10 administered by the hearing officer. The hearing officer shall  
11 cause a record of the proceedings to be kept and shall employ a  
12 competent reporter to take stenographic or stenotype notes of  
13 all the testimony. The costs of the reporter's attendance and  
14 services at the hearing shall be paid by the State Board of  
15 Education. Either party desiring a transcript of the hearing  
16 shall pay for the cost thereof.

17 Pending the hearing of the charges, the person charged may  
18 be suspended in accordance with rules prescribed by the board  
19 but such person, if acquitted, shall not suffer any loss of  
20 salary by reason of the suspension.

21 Before service of notice of charges on account of causes  
22 that may be deemed to be remediable, the teacher or principal  
23 shall be given reasonable warning in writing, stating  
24 specifically the causes which, if not removed, may result in  
25 charges; however, no such written warning shall be required if  
26 the causes have been the subject of a remediation plan pursuant

1 to Article 24A. No written warning shall be required for  
2 conduct on the part of a teacher or principal which is cruel,  
3 immoral, negligent, or criminal or which in any way causes  
4 psychological or physical harm or injury to a student as that  
5 conduct is deemed to be irremediable. No written warning shall  
6 be required for a material breach of the uniform principal  
7 performance contract as that conduct is deemed to be  
8 irremediable; provided however, that not less than 30 days  
9 before the vote of the local school council to seek the  
10 dismissal of a principal for a material breach of a uniform  
11 principal performance contract, the local school council shall  
12 specify the nature of the alleged breach in writing and provide  
13 a copy of it to the principal.

14 The hearing officer shall consider and give weight to all  
15 of the teacher's evaluations written pursuant to Article 24A.

16 The hearing officer shall within 45 days from the  
17 conclusion of the hearing report to the general superintendent  
18 findings of fact and a recommendation as to whether or not the  
19 teacher or principal shall be dismissed and shall give a copy  
20 of the report to both the teacher or principal and the general  
21 superintendent. The board, within 45 days of receipt of the  
22 hearing officer's findings of fact and recommendation, shall  
23 make a decision as to whether the teacher or principal shall be  
24 dismissed from its employ. The failure of the board to strictly  
25 adhere to the timeliness contained herein shall not render it  
26 without jurisdiction to dismiss the teacher or principal. If

1 the hearing officer fails to render a decision within 45 days,  
2 the State Board of Education shall communicate with the hearing  
3 officer to determine the date that the parties can reasonably  
4 expect to receive the decision. The State Board of Education  
5 shall provide copies of all such communications to the parties.  
6 In the event the hearing officer fails without good cause to  
7 make a decision within the 45 day period, the name of such  
8 hearing officer shall be struck for a period not less than 24  
9 months from the master list of hearing officers maintained by  
10 the State Board of Education. The board shall not lose  
11 jurisdiction to discharge the teacher or principal if the  
12 hearing officer fails to render a decision within the time  
13 specified in this Section. If a hearing officer fails to render  
14 a decision within 3 months after the hearing is declared  
15 closed, the State Board of Education shall provide the parties  
16 with a new list of prospective, impartial hearing officers,  
17 with the same qualifications provided herein, one of whom shall  
18 be selected, as provided in this Section, to rehear the charges  
19 heard by the hearing officer who failed to render a decision.  
20 The parties may also select a hearing officer pursuant to the  
21 alternative procedure, as provided in this Section, to rehear  
22 the charges heard by the hearing officer who failed to render a  
23 decision. A violation of the professional standards set forth  
24 in "The Code of Professional Responsibility for Arbitrators of  
25 Labor-Management Disputes", of the National Academy of  
26 Arbitrators, the American Arbitration Association, and the

1 Federal Mediation and Conciliation Service, or the failure of a  
2 hearing officer to render a decision within 3 months after the  
3 hearing is declared closed shall be grounds for removal of the  
4 hearing officer from the master list of hearing officers  
5 maintained by the State Board of Education. The decision of the  
6 board is final unless reviewed as provided in Section 34-85b of  
7 this Act.

8 In the event judicial review is instituted, any costs of  
9 preparing and filing the record of proceedings shall be paid by  
10 the party instituting the review. If a decision of the board  
11 ~~hearing officer~~ is adjudicated upon review or appeal in favor  
12 of the teacher or principal, then the trial court shall order  
13 reinstatement and shall determine the amount for which the  
14 board is liable including but not limited to loss of income and  
15 costs incurred therein. Nothing in this Section affects the  
16 validity of removal for cause hearings commenced prior to the  
17 effective date of this amendatory Act of 1978.

18 (Source: P.A. 89-15, eff. 5-30-95; revised 1-20-03.)

19 Section 90. The State Mandates Act is amended by adding  
20 Section 8.31 as follows:

21 (30 ILCS 805/8.31 new)

22 Sec. 8.31. Exempt mandate. Notwithstanding Sections 6 and 8  
23 of this Act, no reimbursement by the State is required for the  
24 implementation of any mandate created by this amendatory Act of

1 the 95th General Assembly.

2 Section 99. Effective date. This Act takes effect upon  
3 becoming law.